

**CONTRACT FOR
ENGINEERING CONSULTING SERVICES
(NON-FEDERAL FUNDING)**

THIS CONTRACT, entered into this ____ day of _____, 20__, by and between the SAN LUIS OBISPO COUNTY, a political subdivision of the State of California, herein called "COUNTY," and Ellison Environmental, Inc., a California corporation, doing business as Fluid Resource Management, herein called "CONTRACTOR."

WHEREAS, the COUNTY has need for special operations and maintenance services for the water and wastewater facilities at the Lopez Lake Recreation Area (hereinafter referred to as "Recreation Area"); and

WHEREAS, CONTRACTOR warrants that it is specially trained, experienced, expert and competent to perform such special services.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Scope of Work.** CONTRACTOR shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in Exhibit A, which is attached hereto and incorporated herein by this reference. CONTRACTOR warrants that it will follow the best current, generally accepted and professional practices and that all work shall be performed to the highest professional standard.

2. **Term:**

Unless terminated sooner as provided herein, the term of this Contract shall be for a period of three (3) years commencing on July 1, 2012, with annual renewal options upon mutual written consent for three successive one year terms. After the three (3) year contract term, this Agreement will automatically renew annually, for three successive, one year terms each, unless either party gives at least thirty (30) days prior written notice to the other of its intent to terminate the Contract. Each renewal term shall be on the same terms and conditions as set forth herein, unless the parties otherwise agree to additional and/or new terms in writing. This Agreement may be terminated without cause by either party giving the other at least thirty (30) calendar

days' prior written notice of the party's intention to do so. The General Services Agency Director shall have the authority to give any and all notices required under this paragraph.

3. Payment for Services.

a. **Compensation.** COUNTY shall pay to CONTRACTOR as compensation in full for all work required by this Agreement a monthly fixed fee of \$11,548.00. Additionally, COUNTY shall pay as compensation for non-routine, unscheduled or emergency services a monthly Time and Materials for actual work performed at a not-to-exceed sum of \$4,000 per month as described in Exhibit A and per the rates set forth in Exhibit B incorporated herein by this reference. Non-routine, unscheduled or emergency services that collectively exceed \$4,000 per month shall be approved in advance by the Parks Superintendent or Recreation Area's Supervising Ranger. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Contract.

b. **Reports and Billing Invoices.** CONTRACTOR shall submit to the COUNTY, on a monthly basis, a monthly report including a statement of services for the preceding period, including the work performed, the number of hours, billable rates for all work completed, detailed receipts for any out-of-pocket costs, and the personnel involved in performance of non-routine, unscheduled or emergency services. Billing invoices shall be based upon the CONTRACTOR'S scope of work and cost proposal attached hereto as Exhibit A, and billing rates attached hereto as Exhibit B. For the purpose of timely processing of invoices, the CONTRACTOR'S invoices are not regarded as received, until the monthly report defined above in Section 3 (b) is submitted. Any anticipated problems in performing any future work shall be noted in the monthly reports. The CONTRACTOR shall also promptly notify the COUNTY of any perceived need for a change in the scope of work or services.

4. Fiscal Controls. CONTRACTOR shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by

reference. CONTRACTOR shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

5. **Changes in Scope of Service.** No change in the character or extent of the work to be performed by CONTRACTOR shall be made except through a signed written amendment to this Contract. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by COUNTY to CONTRACTOR, if any. The COUNTY'S Board of Supervisors hereby delegates to the General Services Agency Director the authority to sign amendments to this Contract that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the change order limits, and/or up to the Board approved change order limits as set forth in the County's Contracting for Services Policy . The Board must approve any other amendments. These additional funds are intended to provide the COUNTY with flexibility to respond to unanticipated events or conditions, and the CONTRACTOR has no right to make any claim against these funds except as so expressly provided in a written amendment to this Contract.

6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY and any such assignment, transfer, delegation, or sublease without the COUNTY'S prior written consent shall be considered null and void.

7. **Contractor Insurance Requirements for Environmental Contractors And/Or Consultants**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by

the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 07 04 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, & personal injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed**, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year,

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the Contractor shall provide coverage to reduce or eliminate such deductibles or self insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the County.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to County a waiver of subrogation which any insurer may acquire against County, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

INDEMNIFICATION

*Indemnification pertaining to **other than Professional Services**:*

CONSULTANT shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including CONSULTANT, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

Indemnification pertaining to Professional Services:

CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONSULTANT or his agents or employees or other independent contractors they are directly responsible for.

Curtis Black, Deputy Director-Parks
GSA-Parks Division
1087 Santa Rosa
San Luis Obispo, CA 93408

8. Indemnification:

CONTRACTOR shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR. The parties acknowledge that, in addition to whatever other acts or omissions may constitute negligence under applicable law, any act or omission of CONTRACTOR which constitutes a breach of any duty or obligation under, or pursuant to, this Contract shall at a minimum constitute negligence, and may constitute recklessness or willful conduct if so warranted by the facts.

The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of this paragraph 8, "CONTRACTOR" shall include the CONTRACTOR, and/or its agents, employees, sub-contractors, or other independent contractors hired, by, or directly responsible to, CONTRACTOR. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect. Nothing contained in the foregoing indemnity provisions

shall be construed to require CONTRACTOR to indemnify COUNTY against any responsibility or liability in contravention of Civil Code sections 2782 or 2782.8.

9. CONTRACTOR'S Responsibility For Its Work.

a. CONTRACTOR has been hired by the COUNTY because of CONTRACTOR'S specialized expertise in performing the work described in the attached Exhibit A. CONTRACTOR shall be solely responsible for such work. The COUNTY'S review, approval and/or adoption of any designs, plans, specifications or any other work of the CONTRACTOR shall be in reliance on CONTRACTOR'S specialized expertise and shall not relieve the CONTRACTOR of its sole responsibility for its work. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any designs, plans, specifications or any other work of the CONTRACTOR, including but not limited to, any methods, procedures, tests, calculations, drawings or other information used or created by CONTRACTOR in performing any work under this Agreement.

b. All information that CONTRACTOR receives from COUNTY should be independently verified by CONTRACTOR. CONTRACTOR should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the CONTRACTOR without the CONTRACTOR'S independent verification. In such event, the CONTRACTOR is still obliged to promptly notify the COUNTY whenever the CONTRACTOR becomes aware of any information that is inconsistent with any information that the COUNTY has stated may be relied upon by the CONTRACTOR.

10. Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to CONTRACTOR by the indemnification and insurance clauses.

11. **CONTRACTOR'S Endorsement on Reports, etc.** CONTRACTOR shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

12. **Documents, Information and Materials Ownership.** All documents, information and materials of any and every type prepared by the CONTRACTOR pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing work under this Contract, whether completed or in process. The CONTRACTOR shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) that are not related to the scope of services described under this Agreement.

13. **Termination of Agreement Without Cause.** COUNTY may terminate this Contract at any time by giving the CONTRACTOR 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONTRACTOR shall be entitled to no further compensation or payment of any type from the COUNTY. The General Services Agency Director shall have authority to give any and all notices required under this paragraph.

14. **Termination of Agreement for Cause.** If CONTRACTOR fails to perform CONTRACTOR'S duties to the satisfaction of the COUNTY, or if CONTRACTOR fails to fulfill in a timely and professional manner CONTRACTOR'S obligations under this Agreement or if CONTRACTOR shall violate any of the terms or provisions of this Agreement or if CONTRACTOR, CONTRACTOR'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to

the effective date of such termination. If COUNTY'S termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY'S reliance on erroneous facts concerning CONTRACTOR'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the COUNTY'S written notice of termination for cause to the CONTRACTOR, and the COUNTY'S maximum liability shall not exceed the amount payable to CONTRACTOR under paragraph 13 above.

15. Compliance with Laws: CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and ordinances that are applicable to the performance of the work of this Agreement.

16. Covenant Against Contingent Fees: CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Nondiscrimination: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

18. Disputes & Claims:

a. Notice of Potential Claim. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless CONTRACTOR has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be

due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the CONTRACTOR shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the COUNTY Deputy Director-Parks.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the COUNTY on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The CONTRACTOR shall not be entitled to any additional compensation unless CONTRACTOR has (1) provided the COUNTY with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

19. CONTRACTOR is an Independent Contractor. It is expressly understood that in the performance of the services herein provided, CONTRACTOR shall be, and is, an independent contractor, and is not an agent or employee of COUNTY. CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting

CONTRACTOR in the performance of the services rendered hereunder.

CONTRACTOR shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

20. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing CONTRACTOR'S compensation and/or benefits must be approved by the COUNTY'S Board of Supervisors; any other changes may be signed by the County General Services Agency Director on behalf of the COUNTY. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

21. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. Warranty of CONTRACTOR. CONTRACTOR warrants that CONTRACTOR and each of the personnel employed or otherwise retained by CONTRACTOR for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services under this Agreement. CONTRACTOR shall possess, during the term of this Agreement, all licenses, permits, qualifications and approvals legally required to conduct the services contemplated by this Agreement.

23. Subcontractors

a. Other than work designated in Exhibits A and B to be performed by other persons, the CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY.

b. Any subcontract entered into by CONTRACTOR relating to this Agreement shall contain all the provisions contained in this Agreement.

c. Any substitution of subcontractors must be approved in writing by the COUNTY in advance of assigning work to a substitute subcontractor.

24. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

25. Notices. The COUNTY department responsible for administering this Agreement is the General Services Agency's Parks Division, and all written communications hereunder with the COUNTY shall be addressed to the Deputy Director-Parks. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Curtis Black, Deputy Director-Parks
GSA-Parks Division
1087 Santa Rosa
San Luis Obispo, CA 93408

and to the CONTRACTOR:

Attn: Chuck Ellison
Fluid Resource Management, Inc.
225 Suburban Road
San Luis Obispo CA 93401

26. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the CONTRACTOR shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

27. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by CONTRACTOR under this Contract which COUNTY requests in writing to be kept confidential, shall be made available to any

individual or organization by CONTRACTOR without the prior written approval of COUNTY.

28. Audit Rights. Pursuant to Government Code section 8546.7, every County contract involving the expenditure of funds in excess of \$10,000 is subject to examination and audit of the State auditor. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other inspection and access rights set forth in this Agreement.

IN WITNESS THEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first hereinabove set forth.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

By: _____
Chair, Board of Supervisors

Approved by the Board of Supervisors this
_____ day of _____, 2012

ATTEST:

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

Date: _____, 2012

CONTRACTOR


By: 

Title: PRES. / GENERAL MANAGER

Date: AUGUST 9th, 2012

APPROVED AS TO FORM AND LEGAL EFFECT:
WARREN R. JENSEN

County Counsel

By: 

Deputy County Counsel

Date: 8/10, 2012

EXHIBIT A

Wastewater Facilities Operation

FRM's role during the term of this contract is that of a contract operator performing process operations, and adjustments to maintain compliance, as per appropriate regulatory agencies, in regards to NPDES Discharge Requirements.

FRM will perform routine maintenance (i.e. lubrication, adjustment etc.) as recommended by respective equipment manufacturers, or as scheduled in accordance with existing County practices.

FRM will sample the process and perform those tests necessary to maintain process performance, either onsite or in-house.

FRM will collect influent/effluent samples and deliver to designated certified laboratory for compliance testing as mandated by NPDES Discharge Permit and applicable regulations.

FRM will maintain physical facilities in neat, clean and orderly fashion and be responsible for janitorial duties.

FRM will inspect effluent force main and disposal pond(s) at least monthly and digitally photograph those areas designated by County staff.

FRM will perform necessary calibration of equipment such as the effluent flow meter.

Water Production and Distribution System Operation

FRM will operate the potable water system in accordance with State and County law, rules, and regulations.

FRM will inspect wells 3 times weekly for purpose of maintaining system, chemical inventory, and disinfection system operation/adjustment. FRM will continue County practice relating to chlorine residuals, well rotation and exercise, and system flushing schedules.

FRM will perform necessary calibration of equipment relating to the potable water system such as chlorine meters and turbidity meters in accordance with the manufacturers recommendations.

FRM will sample distribution system as required by State and County Health

Departments and in accordance with County practices.

FRM will be responsible for operation and maintenance of the distribution system transmission lines.

FRM will assist in isolating portions of the distribution system for County Staff to perform routine maintenance or emergency repairs on service lines, as requested.

Collection System

FRM will perform routine maintenance of lift stations (i.e. lubrication, adjustment etc.) as recommended by respective equipment manufacturers, or as scheduled in accordance with existing County practices.

FRM will clean (with a sewer jetting truck) the entire collection system at least every two years.

FRM will provide response to collection system emergencies with appropriate equipment and assist County Staff with proper documentation and reporting of events.

General Provisions

FRM's role during the term of this contract is that of a contract operator performing process operations, adjustments to maintain compliance with all applicable agencies in regards to NPDES Discharge Requirements.

FRM will maintain qualified on-call personnel 24/7 who can respond within 1 hour where practical to water and wastewater emergencies.

FRM will collect and submit to County for review and submission, the Self-Monitoring Report data required by NPDES Discharge Permit.

FRM may, at its sole discretion and expense, install its own Supervisory Control and Data Acquisition (SCADA) system. This system will allow real-time remote monitoring of critical processes and equipment, data logging of runtimes, levels, and other pertinent information. This system will allow logging of important data for the purpose of performance trending and regulatory reporting and process troubleshooting.

This system will also provide real-time alarming and allow our staff to "look" at the system prior to either responding to an alarm condition or contacting County staff to correct the issue. This has proven to save valuable time during emergency situations by allowing FRM staff to know ahead of time what the problem is and being able to arrive with necessary tools/equipment to effect a

quick repair.

Where practical FRM will coordinate all repairs with County staff.

To Be Provided By Client

County to provide FRM with designated contact person(s) for the purpose of coordinating emergency repairs as necessary.

County to provide FRM with O&M manuals, historical documentation necessary to facilities operation, collection system and distribution system maps.

County to provide necessary keys, combinations, and gate passes etc. for FRM

Personnel to enter Recreation Area for purpose of fulfilling scope-of-work.

County General Services Agency to provide FRM with written procedure for notification of other County agencies and each department's key personnel such as the Department of Public Works, etc.

ESTIMATED FEES

FRM will perform the services denoted in the proposed Scope of Work for the monthly fixed fee of \$11,548.00 per month. Additional services authorized by the County (e.g, non-routine or unscheduled services), or emergency callouts will be billed in accordance with the attached Schedule of Fees (Exhibit B). Services will be invoiced monthly.

At the request of the County, additional services to the above Scope of Work will be performed by FRM following the signature of our Revision Authorization Request (change to original contract form) or the initiation of a new contract. Additional services will be invoiced on a time and materials basis using the then current Schedule of Fees.

EMERGENCY SERVICES

Emergency call-outs will be billed on a time and materials basis at 1.5 times the standard rate, with a two-hour minimum charge.



FLUID RESOURCE MANAGEMENT, INC.
• Operation • Maintenance • Construction •

EXHIBIT B

OPERATIONS SCHEDULE OF FEES – EFFECTIVE 06/01/2012

Personnel Hourly Compensation:

Director of Operations	\$125
Sr. Ops Consultant/Sr. Maintenance Mech	\$110
Operations Manager	\$100
Systems Supervisor	\$90
Operator	\$80
Electrical Technician	\$90
Maintenance Technician.....	\$ 65 - \$75
Maintenance Assistant	\$60
Administrative Assistant	\$48
Vactor Truck and Operator	(Mileage included in this rate)..... \$180
Vacuum (Septic) Truck and Operator	(Mileage included in this rate)..... \$120
Fab Shop	\$85
Mileage-Light Truck	\$0.75/mile
Mileage-Gang Truck	\$1.05/mile

After Hours (4PM-7AM), Weekends, Holidays and Emergency Call outs will be billed at the rate of 1 ½ times the rates shown above with a 2 hour minimum.

Direct Expenses:

Reimbursement of direct expenses incurred in connection with the project scope of work will be invoiced to the client

A. Sub Consultants	B. Materials/Equipment Rental
C. County/City Fees	D. Postage/Delivery Service
E. Document Copies/Outside Reproduction	F. Long Distance Telephone/Fax

Invoicing and Interest Charges:

Invoices will be submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month (18% per annum) will be assessed on all undisputed balances that are thirty days past due.

Fee Revisions:

FRM reserves the right to revise this Schedule of Fees on a semi-annual basis.